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Attorneys for Plaintiff

FILED  
2012  
CAPE MAY COUNTY

<p><i>KENNETH CAREY,</i>  Plaintiff(s)  v.  <i>CITY OF WILDWOOD, PATROLMAN ANDREW GRANERO, CHIEF OF POLICE STEVEN, LONG, JOHN DOES I- V, jointly, severally, and in the alternative,</i>  Defendant(s)</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION CAPE MAY COUNTY  DOCKET NO.: CPM-L- 33-12  CIVIL ACTION  COMPLAINT AND JURY DEMAND</p>
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Plaintiff, Kenneth Carey, residing at 800 Florence Avenue, Vineland, New Jersey, by way of complaint against the defendantss says:

FIRST COUNT

1. This count is brought pursuant to the New Jersey Civil Rights Act codified under N.J.S.A. 10:6-1 et seq.
2. At all times material hereto plaintiff, Kenneth Carey was a citizen of New Jersey who enjoys the protections and privileges under the Constitution of the the State of New Jersey and the Constitution of the United States.
3. At all times material hereto defendant, City of Wildwood, was a municipal body politic formed and operating under the laws governing the State of New Jersey, the New Jersey Constitution and United States Constitution.
4. At all times material hereto defendant, Andrew Grenaro, was acting in the scope

and course of his employment as a police officer employed by the City of Wildwood, and did at all times material hereto act under color of law.

5. At all times material hereto defendant, Steven Long, was the Chief of the City of Wildwood Police Department and was acting in the scope and course of his employment with the City of Wildwood and did at all times material hereto act under color of state law.

6. At all times material hereto defendants, John Does I-V, were employees of the City of and were acting in the scope and course of their employment with the City of Wildwood and did at all times material hereto act under color of state law.

7. On or about August 28, 2010, the plaintiff was lawfully upon the premises at or about 248 E. Schellenger Avenue, Wildwood, New Jersey.

8. On or about the aforementioned date, the defendants Andrew Grenaro and John Does I-V exercised unlawful and excessive force upon the plaintiff, in violation of his rights under the First, Fourth, and Fourteenth Amendments of the Constitution of the United States, and in violation of his rights under Article I, Sections 5, 7, and 18 of the Constitution of New Jersey.

9. On or about the aforementioned date, the defendants Andrew Grenaro and John Does I-V unlawfully seized the plaintiff, in violation of his rights under the First, Fourth, and Fourteenth Amendments of the Constitution of the United States, and in violation of his rights under Article I, Sections 5, 7, and 18 of the Constitution of New Jersey.

10. On or about the aforementioned date, the defendants Andrew Grenaro and John Does I-V discriminated against the plaintiff because of his race, in violation of his rights under the First, Fourth, and Fourteenth Amendments of the Constitution of the United States, and in violation of his rights under Article I, Sections 5, 7, and 18 of the Constitution of New Jersey.

11. On or about the aforementioned date, defendant Steven Long was responsible for training and establishing policies and procedures for the police department of the City of Wildwood.

12. On or about the aforementioned date, defendants Andrew Grenaro and John Does I-V violated the aforementioned constitutional rights of the plaintiff pursuant to an official policy or practice of defendants Steven Long and/or the City of Wildwood.

13. Defendants City of Wildwood and Steven Long, through their agents, servants, and/or employees, and/or were deliberately indifferent to the aforementioned conduct which deprived the plaintiff of his constitutional rights.

14. As a result of the conduct of the defendants individually, combined and in concert including but not limited to the aforesaid, defendants violated plaintiff's Civil Rights including but not limited to the right to both substantive and procedural due process, as well as all other rights and entitlements guaranteed by the Constitution of the State of New Jersey and the United States.

15. The conduct of the individual defendants as aforesaid was committed under color of law and as agents, servants and/or employees, and in the scope and course of their employment with defendant, City of Wildwood, and as such, defendant, City of Wildwood, is vicariously liable for the conduct of said individuals as aforesaid.

16. As a result of the conduct of defendants individually, combined and in concert as set forth above, plaintiff was caused injury including by not limited to physical injuries, emotional distress, humiliation, anxiety, embarrassment, as well as the harm caused by the violation of his civil rights in and of themselves as aforesaid.

WHEREFORE, plaintiff demands judgment against these defendants jointly, severally or in the alternative for actual, compensatory and punitive damages, interest, costs of suit, attorneys fees, and any and all such other relief as the court deems just and equitable.

#### SECOND COUNT

1. Plaintiff repeats and incorporates the allegations of the previous Count as if set forth more fully herein.

2. The deprivation of plaintiff's Civil Rights as aforesaid was the result of the policy and/or custom of defendant, City of Wildwood, in that it was the result of the actions and was conducted at the directions of the individual defendants who were at all times material hereto agents, servants or employees of defendant, City of Wildwood, responsible for creating executing and enforcing both policy and custom of defendant, City of Wildwood.

3. As a result of the conduct of defendants individually, combined and in concert as set forth above, plaintiff was caused injury including by not limited to physical injuries, emotional distress, humiliation, anxiety, embarrassment, as well as the harm caused by the violation of his civil rights in and of themselves as aforesaid.

WHEREFORE, plaintiff demands judgment against these defendants jointly, severally or in the alternative for actual, compensatory and punitive damages, interest, costs of suit, attorneys fees, and any and all such other relief as the court deems just and equitable.

#### THIRD COUNT

1. Plaintiff repeats and incorporates the allegations of the previous Counts as if set forth more fully herein.

2. The conduct of the defendant, City of Wildwood, by and through the individual

FIFTH COUNT

1. Plaintiff repeats and incorporate each and every allegation of the prior counts herein as if same were fully set forth herein at length.
2. The actions of the defendants constitute an assault and battery upon the plaintiff.
3. As a result of the assault and battery upon the plaintiff by the defendants individually, combined and in concert as set forth above, plaintiff was caused injury including by not limited to physical injuries, emotional distress, humiliation, anxiety, and embarrassment.

WHEREFORE, plaintiff demands judgment against these defendants jointly, severally or in the alternative for actual, compensatory and punitive damages, interest, costs of suit, attorneys fees, and any and all such other relief as the court deems just and equitable.

JURY DEMAND

Plaintiff hereby demands trial by a jury on all issues herein.

CERTIFICATION UNDER RULE 4:5-1

I, MARK PFEFFER, ESQUIRE, hereby certify, pursuant to New Jersey Court Rule 4:5-1, that to the best of my knowledge, the claims raised herein are not the subject of any other action pending in any Court or the subject of any arbitration proceeding, and no such other action or arbitration is contemplated.

I certify that the foregoing statements made by me are true to my personal knowledge. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment for perjury.

PLAINTIFF HEREBY DEMANDS THAT DEFENDANT ANSWER FORM C and C1 UNIFORM INTERROGATORIES, PURSUANT TO R.4:17-1 (b) (ii).

NOTICE OF TRIAL COUNSEL

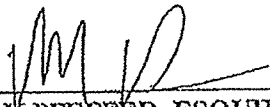
PLEASE TAKE NOTICE that MARK PFEFFER, ESQUIRE, is hereby designated as trial counsel in the above-captioned litigation for the firm of GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL P.C. pursuant to Rule 4:25-4.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each, or in the alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

GOLDENBERG, MACKLER, SAYEGH, MINTZ  
PFEFFER, BONCHI & GILL P.C.  
Attorneys for Plaintiff

By:

  
MARK PFEFFER, ESQUIRE

Dated: January 18, 2012

## RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, [consisting of three pages] dated May 27, 2015, is given  
BY: **KENNETH CAREY**, collectively referred to in this Release as "I", "me" and Releasor"),  
TO: **CITY OF WILDWOOD, ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND  
AND QUAL-LYNX, INC.**, (collectively referred to in this Release as "you" and "Releasee"). If  
more than one person signs this Release, "I", "me", and "Releasor" shall mean each person who  
signs this Release. "You" and "Releasee" include any and all agents and employees of each  
Releasee, and it is specifically intended that all such agents and employees are covered by this  
Release.

1. **RELEASE:** I release and give up any and all claims and rights which I may  
have against you, except those things which may remain to be done according to the terms of  
this document. This releases all claims and rights which I may have had against you at any time,  
including any and all claims which are not specifically mentioned in this Release, and any claims  
and rights which I may hereafter have against you. This Release applies to claims resulting from  
anything which has happened up to now. More specifically, but not in limitation, I release the  
following claims:

ANY AND ALL CLAIMS AND RIGHTS WHICH EXIST NOW OR HEREAFTER MAY BE ASSERTED,  
including but not limited to all claims for compensatory damages, all claims for attorney's fees  
and costs and all claims for any other losses sustained by the Releasor. It is expressly understood  
and agreed by me that a substantial reason and consideration for you in settling this matter and  
agreeing to pay the monies set forth in this Release, is that his settlement, releases and eliminates  
any and all claims which I may have now or in the future. I further understand and agree that  
by executing this Release and accepting the money set forth below, I acknowledge that I have  
received fair, just and adequate consideration for all claims, including but not limited to pain,  
suffering, humiliation, embarrassment, loss of enjoyment of life, disability, attorney's fees and  
costs. This Release arises out of the incident which is the subject of an action filed in the United  
States District Court for the District of New Jersey, Camden Vicinage under Civil Action No. 1:12-  
cv-01298, entitled **Kenneth Carey, Plaintiff v. City of Wildwood, Ptlm. Andrew Granero  
and Chief of Police Steven Long.**

I further understand and agree that if any claims are made against you at any time in the  
future by the Releasor directly, or by others claiming to be representatives of the Releasor, for  
damages, you shall be entitled to be indemnified by the Releasor, for any sums expended in  
paying any such claims and/or defending against said claims, including but not limited to  
attorney's fees, all costs of suit, and interest.

In the event I shall receive any monies from any person who thereafter seeks subrogation,  
contribution, and/or indemnification from you, I shall indemnify and hold you harmless for any  
money spent in paying and/or defendant against these claims, including but not limited to  
attorneys' fees, costs of suit, and interest.

In the event I shall receive any monies from any person who thereafter seeks subrogation, contribution, and/or indemnification from you, I shall indemnify and hold you harmless for any money spent in paying and/or defending against these claims, including but not limited to attorneys' fees, costs of suit, and interest.

It is further understood and agreed that the acceptance of said money is in full accord and satisfaction, and in compromise of, all disputed claims, and that the payment thereof is not an admission of liability but is made by the Releasees, for the sole purpose of terminating the litigation between the parties.

2. **LIENS:** I hereby certify that no liens exist against the proceeds of this settlement that are being paid to me or that if any liens do exist, they will be paid in full, or compromised and released by me from the amount stated in paragraph 3 of this Release. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, I agree that I will pay that lien in full. This Release is intended to include all liens, including but not limited to attorney's liens, child support liens, medical provider liens, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. Releasor's attorney has investigated the existence of such liens and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, my attorney and I agree to indemnify and hold you harmless in connection with any claims made against you by reason of liens against the proceeds of this settlement. In the event a claim is hereafter made against you by anyone seeking payment of liens, the Releasor and Releasor's attorney will indemnify and hold you harmless for any money spent in paying any such liens and/or defending against such a claim, including but not limited to attorney's fees, costs of suit, and interest.

3. **PAYMENT:** I have been paid a total of **\$29,000.00 (Twenty-nine Thousand Dollars)**, in full payment for making this Release. I agree that I will not seek anything further, including any other payment from you.

4. **WHO IS BOUND:** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, and all heirs, executors, and administrators are also bound. I specifically understand that all of the terms and conditions of the Release are for the benefit of, and are binding upon, me, my heirs, and anyone else who succeeds to our rights and responsibilities. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

5. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT:** I represent and warrant that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Release except as otherwise set forth herein, and that I have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it; and that I have not sold, assigned transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.



In the event I shall receive any monies from any person who thereafter seeks subrogation, contribution, and/or indemnification from you, I shall indemnify and hold you harmless for any money spent in paying and/or defending against these claims, including but not limited to attorneys' fees, costs of suit, and interest.

6. **TAXABILITY:** I further agree that neither the Releasors nor their counsel have made representations concerning the taxability of the amounts to be paid. It is further understood that in the event a taxing entity ultimately determines that any or all of the foregoing amounts constitute income for which any taxes remain due and owing, I shall be responsible for the payment of all such taxes.

7. **REPRESENTATION OF COMPREHENSION OF DOCUMENT:** In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that the terms of this Release have been completely read and explained to me by my attorney, and that those terms are fully understood and voluntarily accepted by me.

8. **GOVERNING LAW:** This Release shall be governed by, and construed and interpreted according to, the laws of the State of New Jersey.

9. **ADDITIONAL DOCUMENTS:** All parties agree to cooperate fully and execute any and all supplementary documents and to take all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

Witnessed or Attested:

*[Signature]*

*[Signature]*  
KENNETH CAREY

STATE OF NEW JERSEY :  
:SS.:  
COUNTY OF *Atlantic* :

I CERTIFY that on *May 28*, 2015, *Kenneth Carey* came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document and signed, sealed and delivered this document as his/her act or deed.

*[Signature]*  
Notary Public

**MICHELLE THEA FLACK**  
A Notary Public of New Jersey  
My Commission Expires 08/15/17